सत्यमेव जयते

INDIA NON JUDICIAL

Government of Karnataka

e-Stamp

Certificate No.	:	IN-KA58050900037161V
Certificate Issued Date	:	21-Jan-2023 02:41 PM
Account Reference	:	NONACC (FI)/ kagcsl08/ YELAHANKA5/ KA-GN
Unique Doc. Reference	:	SUBIN-KAKAGCSL08099129969994O2V
Purchased by	:	MESPC INFRA PROJECT PVT LTD
Description of Document	:	Article 5(J) Agreement (In any other cases)
Property Description	:	AGREEMENT
Consideration Price (Rs.)	:	0 (Zero)
First Party	:	E E YELAHANKA DIVISON BBMP
Second Party	:	MESPC INFRA PROJECT PVT LTD
Stamp Duty Paid By	:	MESPC INFRA PROJECT PVT LTD
Stamp Duty Amount(Rs.)	:	7,000 (Seven Thousand only)

G SEVA KENDRA YELAHANKA BRANCH Authorized Signatory

BRUHATH BANGALORE MAHANAGARA PALIKE

No.BBMP/EE/YNK/E-PMT No-14/AG/ 114 **/2022-23** **Dated:** 02/02/2023

This Agreement, made on 2nd Feb 2023 ..between **The Executive Engineer Yelahanka division, BBMP Bangalore -560064** (hereinafter called "the Employer") of the one part and Sri. SHANKARAPPA T K (MESPC INFRA PROJECTS PRIVATE LIMITED) No.60, Kempaiah Building. Ananthapura Village, S.N.Halli post, Yelahanka, Bangalore-560064 (hereinafter called "the Contractor") of the other part.

Executive Engineer Yelahanka Division Yelahanka Zone Bruhat Bangalore Mahanagara Palike BANGALORE - 560064

Whereas the Employer is desirous that the Contractor execute "Improvements. developments and Construction Of Lead Off Drain From Venkatala Lake View Layout To Yelahanka Waste Weir and Samudaya Bhavana at Ambedkarnagara and Additional floor to Someswara temple Samudaya Bhavana and Kanakanagara Samudaya bhavana, Additional Improvements to Garadi mane and Developmental Of Balanace Roads In Kempegowda Ward, Providing Chain link Fencing to Doddabettahalli Govt. School Ground (Sy.No5) in ward no. 01. 03.04 and 05 " and the Employer has accepted the Tender by the Contractor for the execution and completion of such Works and the remedying of any defects therein at a contract price of **Rs.5,93,13,878/-** (Rupees Five Crores Ninety Three Lakhs Thirteen Thousand Eight Hundred Seventy Eight only) and 18% GST **Rs.1,06,76,498/-** (Rupees One Crore Six lakhs Seventy Six Thousand Four Hundred Ninety Eight Only) Which is (+)2.02% above of amount put to tender.

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement, words and expression shall have the same meanings as are respectively assigned to them in the Conditions of Contract hereinafter referred to, and they shall be deemed to form and be read and construed as part of this Agreement.
2. In consideration of the payments to be made by the Employer to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the Employer to execute and complete the Works and remedy any defects therein in conformity in all aspects with the provisions of the Contract.
3. The Employer hereby covenants to pay the Contractor in consideration of the execution and completion of the Works and the remedying the defects wherein the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.
4. The contractor shall complete the work to the satisfaction of the BBMP and shall rectify the defects, if any during **defect liability period of 3 years** from the date of completion of the work and the agency has submitted **security deposit Amount (FSD) of Rs 17,80,000.00 (Rupees Seventeen Lakhs Eighty Thousand Only), in form of TDR vide No:395135, dated:23-01-2023 and the Same may valid until 23-01-2024 issued on Karnataka Bank Ltd., Yelahanka New Town Branch, Bangalore** The security deposit amount shall be released only after completion of the **defects liability period of 3 years** from the date of completion of the work without interest.
5. The other contract conditions as per KWA standard tender document.

Executive Engineer
Yelahanka Division
Yelahanka Zone
Bruhat Bangalore Mahanagara Palike
BANGALORE - 560064

6. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz:

i) Letter of Acceptance;
ii) Notice to proceed with the works;
iii) Contractor's Tender;
iv) Contract Data;
v) Conditions of contract (including Special Conditions of Contract);
vi) Specifications;
vii) Drawings;
viii) Bill of Quantities; and
ix) Any other document listed in the Contract Data as forming part of the contract.

In witness whereof the parties there to have caused this Agreement to be executed the day and year first before written.

In Witness whereas the parties have said their hand and seal this day and year first mentioned.

1. .....

2. .....

Contractor

The Executive Engineer
Yelahanka division
BBMP Bangalore – 64